IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

QUALITY SAUSAGE COMPANY, LLC, HM INTERNATIONAL LLC, GREGORY R. GEIB, AND KATHRYN M. GEIB,	§ § §	
Plaintiffs,	& & &	CIVIL ACTION NO. 4:17-cv-111
v.	§ §	
TWIN CITY FIRE INSURANCE COMPANY,	§ §	
Defendant.	§ §	

HM INTERNATIONAL LLC AND TWIN CITY FIRE INSURANCE COMPANY'S STIPULATION OF DISMISSAL OF REMAINING CLAIMS

HM International, LLC ("HMI") asserted the following claims and causes of action against Twin City Fire Insurance Company ("Twin City"): (1) breach of contract/breach of the duty to defend; (2) breach of contract/breach of the duty to indemnify; (3) violations of Chapter 541 of the Texas Insurance Code; (4) breach of the duty of good faith and fair dealing; (5) attorneys' fees; and (6) punitive damages. *See* Doc. No. 1. Previously, the Court granted summary judgment in favor of Twin City on claim number 2, breach of contract/breach of the duty to indemnify. *See* Doc. No. 72. The Court granted summary judgment to HMI on claim number 1, breach of contract/breach of the duty to defend, but left un-adjudicated is HMI's claim for damages associated with that breach. *See* Doc. No. 110. The other claims (items 3, 4, 5, and 6) are unadjudicated and remain pending.

To bring about a final and appealable judgment with respect to the Court's adjudication of HMI's breach of contract/breach of the duty to indemnify claim, HMI dismisses, with prejudice, all un-adjudicated and pending claims. Specifically, HMI dismisses with prejudice the following:

(1) breach of contract/breach of the duty to defend; (2) violations of Chapter 541 of the Texas

Insurance Code; (3) breach of the duty of good faith and fair dealing; (4) all claims for attorneys' fees with the exception of its claim for attorneys' fees under CPRC § 38.001 if the court of appeals reverses the Court's finding with respect to HMI's claim for breach of contract/breach of the duty to indemnify; and (5) punitive damages.

By virtue of this stipulation of dismissal, there are no remaining un-adjudicated claims. As such, the parties shall submit a Final Judgment and jointly request its entry.

Respectfully submitted,

COLE SCHOTZ, P.C.

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CERTIFICATE OF SERVICE

	I do hereby	certify th	at on this	6th day	of Fe	ebruary	2020,	the for	regoing	was	filed	in t	his
matter	via the Cour	t's CM/E	CF system	, which	will	electro	nically	notify	all cou	ınsel	of re	cord	of
the filir	ng.												

/s/ Aaron D. Davidson
Aaron D. Davidson